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November 13, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 November 13, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER



BOARD OF SUPERVISORS

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First District
Mark Ridley-Thomas
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**APPROVAL TO AMEND A SEXUALLY TRANSMITTED DISEASE CONTRACT WITH THE LOS ANGELES GAY AND LESBIAN COMMUNITY SERVICES CENTER
EFFECTIVE DATE OF BOARD APPROVAL THROUGH JUNE 30, 2014
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to amend a contract with the Los Angeles Gay and Lesbian Community Services Center for the provision of sexually transmitted disease screening, treatment, case finding, and educational services.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of the Department of Public Health (DPH), or his designee, to execute Amendment Number 8 to Contract Number H-701701 with the Los Angeles Gay and Lesbian Community Services Center (LAGLC), substantially similar to Exhibit I, to increase the maximum obligation by \$142,000 from \$355,253 to \$497,253, effective date of Board approval through June 30, 2013, to provide HIV/STD partner services through Community Embedded Disease Intervention Specialists (CEDIS), 100 percent offset by Centers for Disease Control and Prevention (CDC) funds.
2. Delegate authority to the Director of DPH, or his designee, to amend Contract Number H-701701 with LAGLC to increase the maximum obligation by \$207,000 from \$355,253 to \$562,253, for the term of July 1, 2013 through June 30, 2014, to provide HIV/STD partner services through CEDIS, 100 percent offset by CDC funds, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

3. Delegate authority to the Director of DPH, or his designee, to execute amendments to the contract with LAGLC that allow the rollover of unspent contract funds; provide an internal reallocation of funds between budgets up to 25 percent of each term's annual base maximum obligation; and/or provide an increase or decrease in funding up to 25 percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendations 1 and 2 will allow LAGLC to increase HIV/STD partner case finding, education, prevention, and counseling services to persons exposed to, infected with, or having a positive test for HIV and/or an STD utilizing the CEDIS model. With these additional funds, LAGLC will have the ability to retain one CEDIS and hire two additional CEDIS staff to be located at the LAGLC Sexual Health Program and the Jeffrey Goodman clinics. Currently, LAGLC has only one CEDIS which is not sufficient to shoulder the client demand and continuous high morbidity rates of HIV/STDs among high-risk populations in Service Planning Area 4.

Early identification of HIV and syphilis is a key prevention strategy to reduce the forward transmission of these diseases. As part of the national strategy to fight HIV, the CDC has endorsed the use of CEDIS as an alternative approach to using DPH Public Health Investigators (PHIs). As part of a demonstration project (2006 STD Control Plan), LAGLC has been using the CEDIS model for three years with great success. CEDIS staff provide partner elicitation services with each client testing positive for an STD or HIV; case-finding, treatment, education, and prevention services to clients testing positive for an STD; ensure that all HIV-positive clients are linked into medical care; and inform DPH staff about each STD positive and newly identified HIV-positive patient.

While the CEDIS at LAGLC are trained in partner services and are held to the same standards as DPH PHIs, several innovations distinguish the CEDIS model from the traditional PHI model. First, the CEDIS are stationed at the agency's headquarters (LAGLC), rather than at DPH, in order to have immediate access to the medical records of newly identified HIV/syphilis cases. In addition, a CEDIS is able to interview newly diagnosed cases in persons either at initial diagnosis or when the client returns for treatment, as opposed to weeks or months after diagnoses by a PHI. Finally, as a peer of the community and an employee of LAGLC, the CEDIS's job activities are fully integrated into the clinic's normal work flow removing some bias among clinic staff who may otherwise have been reluctant to refer patients to DPH.

Approval of Recommendation 3 will allow DPH to execute amendments to the LAGLC contract to rollover unspent funds; internally reallocate funds between budgets up to 25 percent of the annual base maximum obligation; and/or increase or decrease funding up to 25 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary.

Recommendation 3 will also enable DPH to amend contracts to allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed contract, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination

that funds should be reallocated. This recommendation has no impact on net County cost.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total cost of the recommended increase to Agreement Number H-701701 with LAGLC for the term effective upon date of Board approval through June 30, 2014 is \$349,000, 100 percent offset by CDC funds.

Funding is included in DPH's fiscal year (FY) 2012-13 final adopted budget and will be requested in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CEDIS model has been proven to substantially increase the number of index patients and partners referred to this service, thereby increasing the number of individuals identified who are unaware of their HIV status. The CEDIS model is an innovative strategy to reach new HIV-positive clients and link them to care, thereby reducing the spread of HIV and STDs.

In 2011, LAGLC had a total of 16,422 clinic visits with a 5.1 percent positivity rate for Gonorrhea (GC) overall, a 5.8 percent positivity for Chlamydia (CT), and a 1.5 percent positivity rate for newly diagnosed HIV. Since 2010, LAGLC has increased its clinic visits by 21 percent. LAGLC has diagnosed 235 early syphilis cases, of which 100% were interviewed by the CEDIS.

On September 27, 2005, your Board approved the contract with LAGLC, effective October 1, 2005 through June 30, 2006, with provision for automatic renewal through June 30, 2008. On June 17, 2008, your Board approved extension of the contract through June 30, 2011. On June 7, 2011, your Board approved extension of the contract through June 30, 2013 and delegated authority to adjust the term through September 30, 2014. Prior to June 30, 2013, DPH will exercise this delegated authority.

As required under Board Policy 5.120, your Board was notified on September 5, 2012 of DPH's request to increase or decrease funding up to 25 percent above or below the annual base maximum obligation.

County Counsel has approved Exhibit I as to use.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to provide additional funds to LAGLC to provide STD screening, treatment, case finding, and educational services, and to enhance the effective use of the CEDIS model to interrupt forward disease transmission.

The Honorable Board of Supervisors

11/13/2012

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Respectfully submitted,

A handwritten signature in blue ink that reads "Jonathan E. Fielding". The signature is written in a cursive, flowing style.

JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

CAH:im

#02411

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**SEXUALLY TRANSMITTED DISEASE, SCREENING, TREATMENT, CASE FINDING,
AND EDUCATIONAL SERVICES AGREEMENT**

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**SEXUALLY TRANSMITTED DISEASE, SCREENING, TREATMENT, CASE FINDING,
AND EDUCATIONAL SERVICES AGREEMENT**

Amendment No. 8

THIS AMENDMENT is made and entered into this _____
day of _____, 2012,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

LOS ANGELES GAY AND LESBIAN
COMMUNITY SERVICES CENTER
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled " SEXUALLY TRANSMITTED DISEASE SCREENING, TREATMENT, CASE FINDING, AND EDUCATION SERVICES AGREEMENT", dated October 1, 2005, and further identified as Contract Number H-701701, and any Amendments thereto (all hereafter "Contract"); and

WHEREAS, it is the intent of the parties hereto to amend Contract to increase the maximum obligation of County and make other hereafter designated changes; and

WHEREAS, said Contract provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, the Amendment Format has been approved by County Counsel.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective on the date of execution.
2. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as

follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services

described in Exhibits “A”, “B”, “C”, “D.1”, “D.2”, “D.3”, “E.1”, “E.2”, “E.3”, “F.1”, “F.2”, “F.4”, “F.5”, “F.6”, “G.1”, “G.2”, “G.3”, “G.4”, “H.1”, “H.1-A”, “H.2”, “H.3”, “H.4”, and “H.5”, Scopes of Work attached hereto and incorporated herein by reference during the term of this Contract. Services shall be provided to persons who live within the County of Los Angeles who suffer from or are suspected of suffering from sexually transmitted diseases. County approved supplies provided pursuant to this Contract shall be used solely for the detection and treatment of sexually transmitted diseases. The program under which these services shall be provided is the Sexually Transmitted Disease Control Program (hereafter “Program”).”

3. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs 21 shall be added to read as follows:

“3. MAXIMUM OBLIGATION OF COUNTY:

21. During the period effective upon date of Board approval through June 30, 2013, the maximum obligation of County for all Contractor’s performance as described in Exhibit H.5 hereunder, shall not exceed One Hundred Forty-Two Thousand Dollars (\$142,000), which is comprised of federal funds and as shown in Schedule 8.5 attached hereto and incorporated herein by reference.”

4. Paragraph 6, COMPENSATION, shall be amended to read as follows:

“6. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 8.2, 8.3, 8.4 and 8.5, and the BILLING AND PAYMENT Paragraph of the Contract and the PAYMENT Paragraph of the ADDITIONAL PROVISIONS, all

attached hereto.”

5. Effective on the date of this Amendment, Schedule 8.5, BUDGET FOR HIV/AIDS SCREENING, TREATMENT, CASE FINDING, AND EDUCATIONAL SERVICES, shall be attached hereto and incorporated herein by reference.

6. Except for the changes set forth herein above, Contract shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D. M.P.H.
Director and Health Officer

LOS ANGELES GAY AND LESBIAN
COMMUNITY SERVICES CENTER
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

SCHEDULE 8.5

LOS ANGELES GAY AND LESBIAN COMMUNITY SERVICES CENTER

SEXUALLY TRANSMITTED DISEASE (STD) SCREENING, TREATMENT, CASE FINDING, AND EDUCATIONAL SERVICES

CEDIS – Federal Funds

	<u>Budget Period</u> Date of Board Approval Through June 30, 2013
Salaries	\$ 81,028
Employee Benefits	\$ 22,780
Total Salaries and Benefits	<u>\$ 103,808</u>
Operating Expense	\$ 13,192
Capital Expenditures	\$ 0
Other Costs	\$ 12,000
Indirect Cost*	\$ 13,000
TOTALPROGRAM BUDGET	<u>\$ 142,000</u>

During the term of this Contract, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets

EXHIBIT H.5
SCOPE OF WORK
Date of Board of Approval – June 30, 2013

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 2: To provide HIV and STD partner services, case-finding, education and prevention services through community-embedded disease intervention specialist, (CEDIS)

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By 6/30/13, 100% of newly diagnosed HIV positive clients will be offered partner services (PS) by CEDIS.	1.1 Recruit and hire appropriate staff to serve as CEDIS.	Upon DOB approval	1.1 Completed materials will be kept on file and results documented in monthly reports to DHSP.
1.2 Conduct PS with HIV positive clients. Document client information and type of partner disclosure to be conducted. PS must include at least one of the following: self-disclosure; dual disclosure; elicitation interview; and/or referral to STD program for anonymous third party disclosure.	1.2	DOB approval and ongoing	1.2 Completed materials will be kept on file and results documented in monthly reports to DHSP.
2.1 Develop syphilis interview protocol, clinic visit logs, field and interview records, field notes and documentation forms. Submit to DHSP for approval.	2.1	DOB approval and ongoing	2.1 Letter(s) of DHSP approval and related material will be kept on file.
2.2 Conduct syphilis interviews and document client information on the interview record.	2.2	DOB approval and ongoing	2.2 Completed materials will be kept on file and results documented in monthly reports to DHSP.

EXHIBIT H.5
SCOPE OF WORK

Date of Board of Approval – June 30, 2013

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 2: To provide HIV and STD partner services, case-finding, education and prevention services through community-embedded disease intervention specialist. (CEDIS)

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2A.0 By 6/30/13, at least 15% of P&S syphilis cases not previously interviewed will be interviewed within 8-14 days of diagnosis.	2A.1 Conduct syphilis interviews and document client information on the interview record.	DOB approval and ongoing	2A.1 Completed materials will be kept on file and results documented in monthly reports to DHSP.
2B.0 By 6/30/13, at least 75% of early latent (EL) syphilis cases will be interviewed within 7 days of diagnosis.	2B.1 Conduct syphilis interviews and document client information on the interview record.	DOB approval and ongoing	2B.1 Completed materials will be kept on file and results documented in monthly reports to DHSP.
3.0 By 6/30/13, achieve at least an 80% P&S Syphilis Contact Index	3.1 Develop P&S syphilis contact documentation forms. Submit to DHSP for approval.	DOB approval and ongoing	3.1 Letter(s) of DHSP approval and related material will be kept on file.
Contact Index is the number of initiated partners divided by the number of cases interviewed	3.2 Monitor syphilis interview data and ensure that data is within acceptable range to meet goal.	DOB approval and ongoing	3.2 Completed materials will be kept on file and results documented in monthly reports to DHSP.
3A.0 By 6/30/13, achieve at least a 75% EL Syphilis Contact Index.	3A.1 Develop EL syphilis contact documentation forms. Submit to DHSP for approval.	DOB approval and ongoing	3A.1 Letter(s) of DHSP approval and related material will be kept on file.
3A.2 Monitor syphilis interview data and ensure that data is within acceptable range to meet goal.	3A.2 Monitor syphilis interview data and ensure that data is within acceptable range to meet goal.	DOB approval and ongoing	3A.2 Completed materials will be kept on file and results documented in monthly reports to DHSP.

EXHIBIT H.5
SCOPE OF WORK

Date of Board of Approval – June 30, 2013

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 2: To provide HIV and STD partner services, case-finding, education and prevention services through community-embedded disease intervention specialist. (CEDIS)

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
3B.0 By 6/30/13, achieve at least a 5% Cluster Interview Index Clusters are a client's social networks that may include children, friends, acquaintances that may be at risk for disease. By 6/30/13, achieve at least a 30% syphilis disease intervention prevention rate. Preventive index is the number of partners either preventively epidemiologically treated, or brought in for treatment divided by the number of cases interviewed.	3B.1 Develop cluster contact documentation forms. Submit to DHSP for approval. 3B.2 Monitor syphilis cluster interview data and ensure that data is within acceptable range to meet goal. 4.1 Develop syphilis prevention index documentation forms. Submit to DHSP for approval. 4.2 Monitor syphilis interview data and ensure that data is within acceptable range to meet goal.	By 1/01/13 1/01/13 and ongoing By 1/01/13 1/01/13 and ongoing	3B.1 Letter(s) of DHSP approval and related material will be kept on file. 3B.2 Completed materials will be kept on file and results documented in monthly reports to DHSP. 4.1 Letter(s) of DHSP approval and related material will be kept on file. 4.2 Completed materials will be kept on file and results documented in monthly reports to DHSP.

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
AND SEXUALLY TRANSMITTED DISEASES (STD) PARTNER SERVICES
VIA A COMMUNITY-EMBEDDED DISEASE INTERVENTION SPECIALIST (CEDIS)
SERVICES AGREEMENT**

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EXHIBIT _____

HUMAN IMMUNODEFICIENCY VIRUS (HIV) AND SEXUALLY TRANSMITTED DISEASES (STD) PARTNER SERVICES VIA A COMMUNITY-EMBEDDED DISEASE INTERVENTION SPECIALIST (CEDIS) SERVICES AGREEMENT

1. DEFINITION: HIV and an STD partner services including case-finding, education and prevention services is the investigation of HIV and STD by locating and counseling persons exposed to, infected with, or having a positive test for HIV and/or an STD. In addition it provides information to physicians, local health departments, and medical laboratories regarding the diagnosis and treatment of clients and the prevention, detection, and reporting of HIV and STD. Such services shall be provided through community-embedded disease intervention specialist providers (CEDIS).

2. PERSONS TO BE SERVED: HIV and STD partner services shall be provided to clients who test positive for HIV and/or an STD, who reside in Service Planning Areas (SPAs) 1, 2, 3, 4, 5, 6, 7, and 8, and Supervisorial Districts 1, 2, 3, 4, and 5, and in areas as directed by DHSP.

3. SERVICE DELIVERY SITE(S): Contractor's facility where services are to be provided hereunder is located at: _____, California _____ and other sites as approved by DHSP's Director or his designee(s).

Contractor shall request approval from Division of HIV and STD Programs (DHSP) in writing a minimum of thirty (30) days before terminating services at such locations and/or before commencing services at any other locations. Contractor must obtain prior written approval from DHSP before commencing services.

A memorandum of understanding shall be required for service delivery sites on locations or properties not owned or leased by Contractor with the service provider who owns or leases such location or property. This shall include coordination with another agency, community based organization, and/or County entity. Contractor shall submit memoranda of understanding to DHSP for approval at least thirty (30) days prior to implementation

4. MAXIMUM OBLIGATION:

A. During the period of _____ through _____, that portion of County's maximum obligation which is allocated under this Exhibit for community-embedded disease intervention specialist (CEDIS) services shall not exceed _____ (_____).

B. During the period of _____ through _____, that portion of County's maximum obligation which is allocated under this Exhibit for CEDIS services shall not exceed _____ (_____).

5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules ___ and ___, and the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

6. BILLING AND PAYMENT: All billings by Contractor shall be in accordance with the following provisions:

A. Third-Party Billing: Contractor shall be responsible for billing and collecting payment from all third-party payors, including reimbursable Medi-Cal

and Family Pact items for all HIV-related counseling, testing, and referral services. Such billings shall be in a timely manner and in accordance with applicable regulations, requirements, procedures, and information requests necessary for processing and payment of claims. Contractor agrees that payment by third-party payors shall be considered payment in full, and shall not look to County for co-payments or deductibles. Additionally, Contractor shall not bill County for services or supplies which are reimbursable by another federal, State, or County grants or contracts.

7. SERVICES TO BE PROVIDED: During each term of this Agreement, Contractor shall provide HIV and STD partner services to persons who test positive for HIV and/or STD, in accordance with procedures formulated and adopted by Contractor's staff, consistent with California law; County, DHSP guidelines, California Department of Public Health Office of AIDS (CDPH-OA) guidelines, federal Centers for Disease Control and Prevention (CDC) guidelines, and the terms of this Agreement. The Director of DHSP shall notify Contractor of any revisions to DHSP policies and procedures, which shall become part of this Agreement. Partner services and STD disease intervention interviewing shall be informed by the CDC, CDPH-OA, and DPH. All interview sessions shall take place in a private, face-to-face session in a closed room or area approved by DHSP. Contractor shall provide such services as described in Exhibit(s) _____, Scopes of Work, attached hereto and incorporated herein by reference. Minimum services to be provided shall include, but not be limited to, the following:

A. Provide partner services to all newly diagnosed HIV positive clients at contractor's facility.

(1) Services to be provided: During each term of this Agreement, CEDIS shall conduct the following:

(a) Inform the Los Angeles County Sexually Transmitted Disease Program (STDP) PS staff about each newly identified HIV-positive patient.

(b) Conduct partner elicitation services with each patient with an HIV-positive diagnosis. If partner information is collected, and/or, partners are tested for HIV, send information to STDP PS.

(c) Inform client of the importance and benefits of partner services.

(d) Inform client that representatives of the Public Health Department may contact them to follow up on diagnosis, partner elicitation and linkage to care.

(e) Link at least ninety-five percent (95%) of all newly diagnosed HIV positive persons to HIV medical care within 72 hours.

(f) Link to other care and prevention services, as necessary.

B. Provide STD partner services, case-finding, treatment, education and prevention services to clients testing positive for STD at contractor's facility.

(1) Services to be provided: During each term of this Agreement, CEDIS shall conduct the following:

(a) Interview clients infected with syphilis and/or HIV and other STDs when requested by the STD Program. CEDIS will perform standard activities to locate and refer potentially exposed clients for examination and/or treatment.

(b) CEDIS will serve as contractor's liaison for syphilis, HIV, and other STD case management records (CMR) between DHSP, STDP, and other health care providers.

C. Linkage to care ARTAS Model: As directed by DHSP, Contractor shall participate in the Antiretroviral Treatment Access Study Linkage Case Management project (ARTAS LCM) per DHSP and STD Program's protocol. For all clients who are identified as HIV-positive, the CEDIS shall conduct ARTAS LCM sessions to ensure that client attends at a minimum two medical care appointments. The CEDIS is expected to schedule the client's medical appointment, unless the client explicitly requests to do it him/her self. The CEDIS shall ensure that the patient attends the appointment and makes a second medical appointment as necessary. If the client does not attend the medical appointment, the CEDIS will contact the STD Program public health investigator (PHI) to conduct ARTAS LCM management for the client.

D. Programs should obtain staff that has general computer skills that will allow them to input or transmit data into the data reporting system identified by DHSP.

E. Staff vacancies shall be advertised in a local newspaper and/or posted at facilities throughout Los Angeles County and/or through other methods where

persons with appropriate knowledge and competency can be identified.

Individuals with a history of alcohol and/or drug abuse histories who are being considered for a counselor position shall have a minimum of two (2) years sobriety.

Director shall notify Contractor of any revision of these guidelines, which shall become part of this Agreement.

8. STAFFING REQUIREMENTS: The HIV/AIDS and STD partner services, case-finding, education and prevention services shall be provided by individual CEDIS who are appropriately trained, qualified, who meet the guidelines set forth by DHSP, Contractor shall hire staff who are linguistically and culturally appropriate.

9. STAFF DEVELOPMENT AND TRAINING: All staff conducting HIV/AIDS and STD partner services, case-finding, education and prevention services must attend the following DHSP/ approved trainings: PHI Orientation; Employee Development Guide (STD Module); Introduction To STD Interviewing (ISTDI); Casewatch Training; STD 101; HIV/AIDS 101; TB 101; Herpes & Genital Warts; Working with Diverse Populations; HIV Counselor Certification; Partner Services; Child Abuse Reporting; Top Safe; Phlebotomy Training; Custodian of Records Orientation; TB Control Orientation; and STD Clinic Orientation.

A. Contractor must ensure that each CEDIS becomes a formal volunteer for the County of Los Angeles and secures a letter from the Director of DHSP or his designee confirming status as a Health Officer without compensation to perform DIS activities on behalf of the Los Angeles County, Department of Public Health.

B. All staff providing direct services shall attend in-service training on substance abuse knowledge, substance user sensitivity, cultural approaches and substance use related issues, as directed by DHSP.

C. Contractor shall document training activities in the monthly report to DHSP. For the purpose of this Agreement, training documentation shall include, but are not limited to: date, time and location of staff training; training topic(s), name of attendees and level of staff participation.

D. The Program Director or Coordinator shall be appropriately trained, knowledgeable and demonstrate a high level of competency with respect to Partner Services, STD case-finding, STD and Hepatitis Screening, substance misuse, community referrals, HIV testing and counseling issues, education and prevention services and general computer skills. The Program Director shall complete DHSP's Partner Services Training and/or comparable training as approved by DHSP.

10. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit:

A. Monthly Reports: Contractor shall submit a signed hard copy of the monthly report no later than thirty (30) days after the end of each calendar month. Electronic reporting may also be required. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Division of HIV and STD Programs, 600

South Commonwealth Avenue, 10th Floor, Los Angeles, California 90005,
Attention: Financial Services Division Chief.

B. Other Reports: As directed by DHSP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.

11. PROGRAM RECORDS: Contractor shall maintain and/or ensure that its subcontractor(s) maintain adequate health records which shall be current and kept in detail consistent with good medical and professional practice in accordance with the California Code of Regulations on each individual client. Such records shall include, but not be limited to: the dates of the interview session and subsequent session; signed consent forms for client interviews; HIV and STD case management notes documenting referrals provided; and a record of services provided by the various personnel in sufficient detail to permit an evaluation of services. The program records shall also include documentation of client demographic information and the statistical summary reports submitted monthly to DHSP. A current list of service providers for medical, psychosocial, and other referral resources shall be maintained. Contractor shall ensure data collection forms are properly handled following HIPAA regulations and are not sent through electronic mail or posted on the internet.

A. Contractor shall maintain additional program records as follows:

(1) Letters of DHSP approval for all materials utilized by the program;

(2) Documentation of staff job descriptions, resumes, and certificates and/or letters of completion of all trainings which include but are not limited to: PHI Orientation; Employee Development Guide (STD Module); Introduction To STD Interviewing (ISTDI); Casewatch Training; STD 101; HIV/AIDS 101; TB 101; Herpes & Genital Warts; Working with Diverse Populations; HIV Counselor Certification; Partner Services; Child Abuse Reporting; Top Safe; Phlebotomy Training; Custodian of Records Orientation; TB Control Orientation; and STD Clinic Orientation, data system training, as well as, select trainings as needed or required; and

(3) Documentation of an annual written evaluation of employee's performance and documentation that the completed evaluation has been discussed with employee. This annual evaluation shall include, but is not limited to documentation of written bi-annual observations of the interview session, evaluation of CEDIS knowledge, skills and competence to provide HIV/AIDS and STD partner services, case-finding, education and prevention services.

12. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of service(s) and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of a tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit F, "Guidelines for Staff Tuberculosis Screening", attached hereto and incorporated herein by reference. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

13. EVALUATION PLAN: Contractor shall submit an evaluation plan for contracted services within sixty (60) days of the receipt of the fully executed Agreement. The evaluation plan shall be consistent with DHSP guidance.

14. DATA COLLECTION SYSTEM:

A. Contractor shall utilize STD* Casewatch and a web-based system identified by DHSP for collection, and generation of client-level data to submit to DHSP and STD Program.

B. Contractor shall provide and maintain its own data collection hardware and software including a personal computer (PC), monitor, keyboard, mouse and document scanner with the following requirements:

C. PC with Windows XP or 7 operating system.

D. Document scanner capable of generating a 300 dpi resolution image in .TIF format.

E. DHSP will provide the Contractor with one license for data collection/reporting software. DHSP will provide support for the installation and maintenance for this software.

F. Contractor shall provide and maintain its internet connection. At minimum, this connection should be a digital subscriber line (DSL).

G. Contractor shall be responsible for protecting the data as described in the California Department of Public Health, Office of AIDS, HIV Counseling and Testing Guidelines and DHSP HIV Testing Guidelines, including backup and storage of current data on a read/write CD and/or backup tape, and screen saver password protection procedures.

H. Contractor may seek assistance from DHSP Data Support for software installation, training, and troubleshooting, strategies for data collection/reporting using DHSP's approved data collection/reporting protocols.

I. Data forms or electronic data shall be submitted to DHSP within seven (7) calendar days. All HIV-positive and STD positive client data shall be submitted within two (2) calendar days. Confirmatory testing and HIV and STD incidence data shall be submitted within seven (7) calendar days of a patient's confirmed HIV and/or STD test from a laboratory.

15. REQUIREMENTS FOR CONTENT OF AIDS-RELATED MATERIALS:

A. Contractor shall comply with the Interim Revision, or most current, Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs in the Exhibit.

B. Contractor shall obtain written approval from DHSP's Director or designee for all educational materials utilized in association with this Agreement prior to its implementation.

C. Contractor shall submit for approval such educational materials to DHSP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials may include, but not limited to, written materials (e.g., curricula, pamphlets, brochures, fliers, social marketing materials), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, PowerPoint, drawings, or paintings).

16. SUBCONTRACT AND CONSULTANT AGREEMENTS: Contractor shall fully comply with the Subcontracting Paragraph section of this Agreement. In addition, the Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement, or as otherwise approved by DHSP. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her designee(s), prior to commencement of subcontracted and/or consultant services.

17. HIV/STD INTEGRATED SCREENING: If directed by DHSP, the Contractor shall provide sexually transmitted disease testing under this Agreement. This service will be coordinated with the Los Angeles County Sexually Transmitted Disease Programs. STD and Hepatitis testing will be performed in accordance to local, state and federal guidelines and Attachments II, III, and IV.

18. QUALITY ASSURANCE (QA) PLAN FOR RAPID TESTING:

A. Contractor shall submit a Quality Assurance Plan for each site where rapid HIV testing will take place. The QA Plan should include, but not be limited to: testing algorithms, testing process, client flow, testing process, partner services plan, rapid testing and linkage to care activities. The plan must be submitted 30 days prior to the expected start date of providing services.

B. A site visit will be conducted by DHSP Director or his/her designee to determine if the site meets the requirements to conduct rapid HIV testing. These requirements include, but are not limited to; a valid CLIA Certificate, storage of test kits that are clear of debris and are within the temperature ranges of the rapid test kits used; appropriate storage for control kits; a counseling area that is separate from where the specimen is being processed; and that universal precaution measures and materials are in place.

C. After the initial site approval, a Site Assessment will be conducted at least annually.

20. EMERGENCY AND DISASTER PLAN: Contractor shall submit to DHSP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and

work action. Such plan shall include Contractor's specific procedures for providing this information of all program staff.

21. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to Los Angeles County Department of Public Health, Division of HIV and STD Programs, Office of the Medical Director.

22. PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES: Contractor shall adhere to all provisions within Exhibit ____, "People with HIV/AIDS Bill of Rights and Responsibilities" (hereafter "Bill of Rights") document aforementioned agreement and incorporated herein by reference, as applicable. Contractor shall post this document and/or Contractor-specific higher standard at all provider sites, disseminate it to all patients/clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the Bill of Rights. In addition, Contractor shall notify and provide to its officers, employees, and agents, the Bill of Rights document and/or Contractor-specific higher standard. If Contractor chooses to adapt this Bill of Rights document in accordance with Contractor's own document, Contractor shall demonstrate to DHSP, upon request, that Contractor fully incorporated the minimum conditions asserted in the Bill of Rights document.

23. EQUIPMENT PURCHASE: All equipment to be reimbursed by this agreement must be pre-approved by the DHSP. Equipment purchase applies to the Contractor and any subcontractors. The justification for the purchase should include how many clients will benefit from the purchase of the equipment during each budget period. For the purchase of this agreement, Equipment is defined as an item with a unit cost of Five Thousand Dollars (\$5,000) or more and a life expectancy of four (4) or more years.

24. CULTURAL COMPETENCY: Program staff should display nonjudgmental, culture-affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

SCHEDULE ____

**HIV/AIDS AND STD PARTNER SERVICES, CASE-FINDING, EDUCATION AND
PREVENTION SERVICES**

	<u>Budget Period</u>
	<u>through</u>
	<hr/>
Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Operating Expenses	\$ 0
Capital Expenditures	\$ 0
Other Costs	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE ____

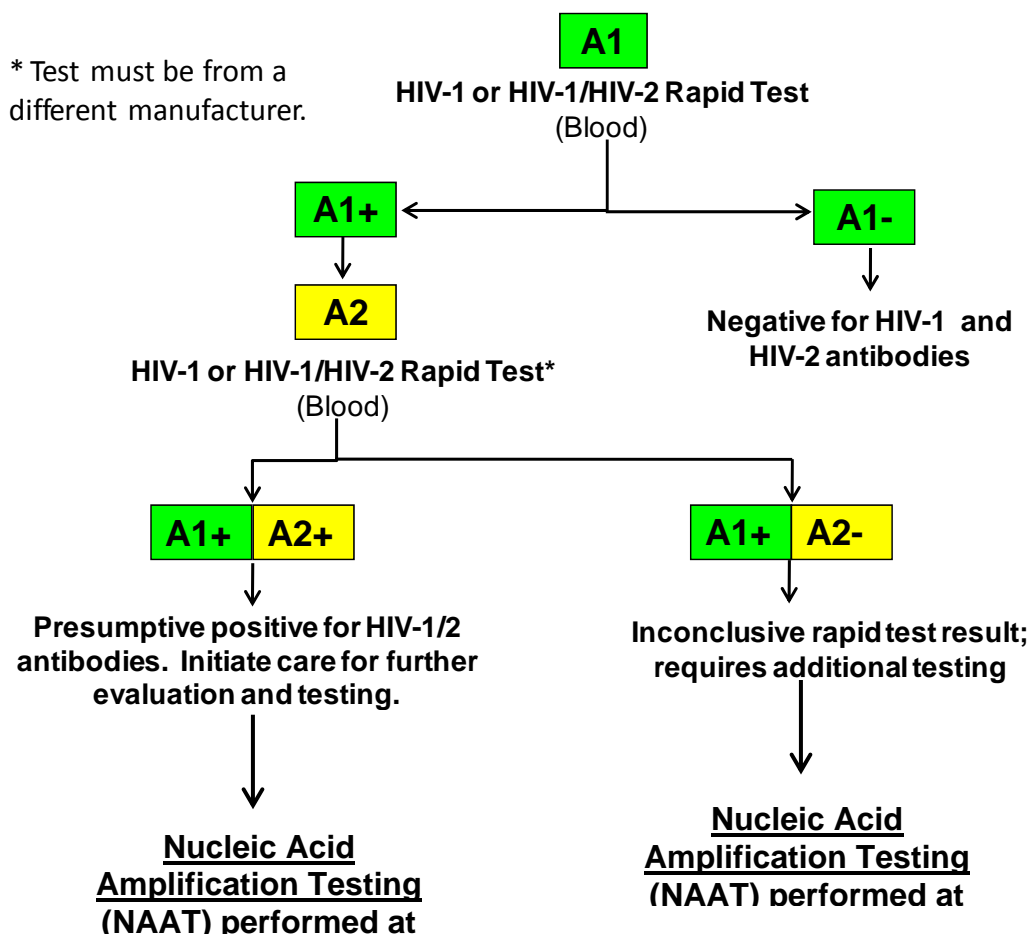
**HIV/AIDS AND STD PARTNER SERVICES, CASE-FINDING, EDUCATION AND
PREVENTION SERVICES**

	<u>Budget Period</u>
	<u>through</u>
	<hr/>
Salaries	\$ 0
Employee Benefits	<u>\$ 0</u>
Total Employee Salaries and Benefits	\$ 0
Operating Expenses	\$ 0
Capital Expenditures	\$ 0
Other Costs	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Recommendations for Two-test HIV Rapid Testing Algorithms

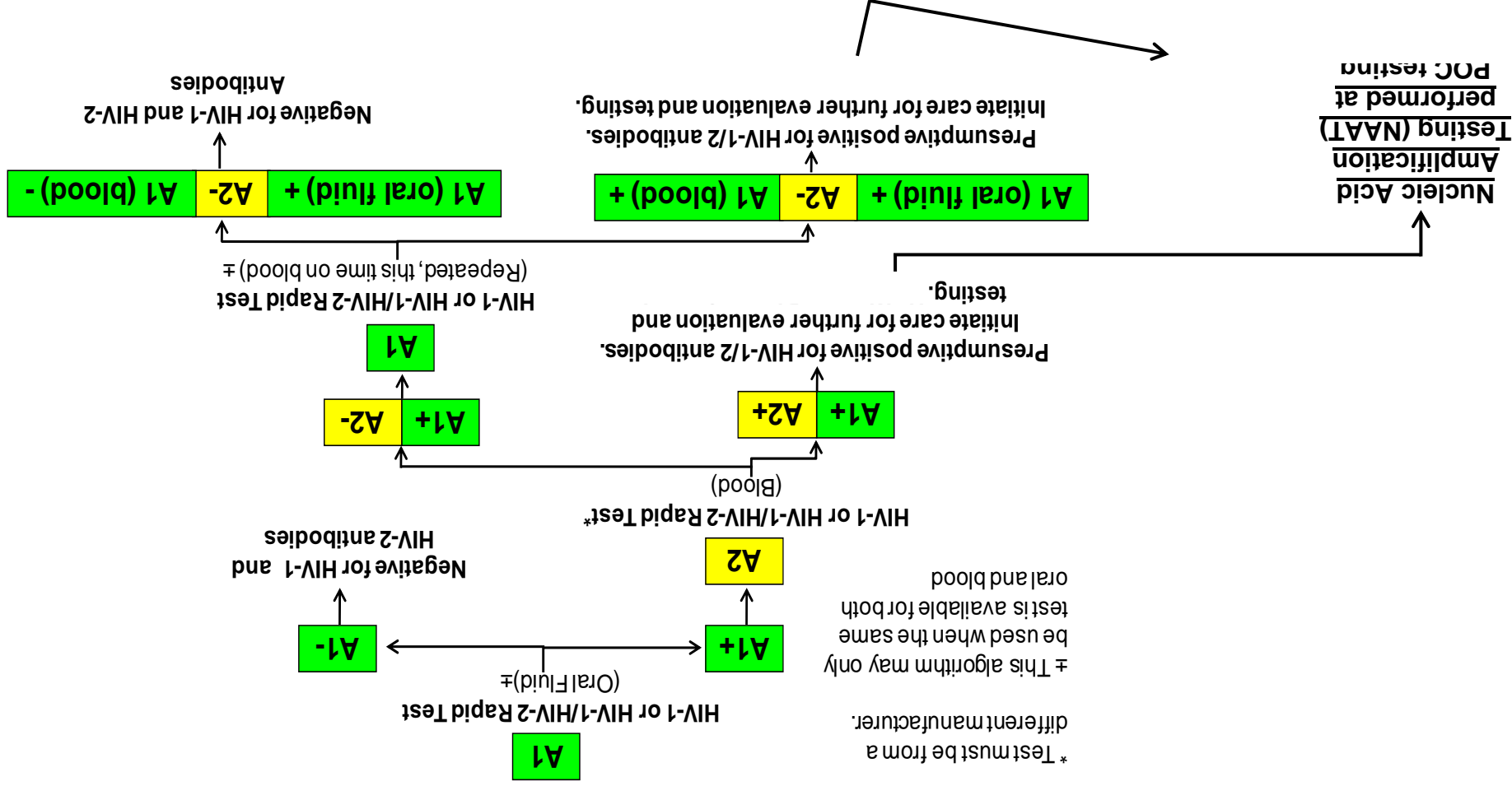
Figure 1. Two-test HIV rapid test algorithm with a blood screening test



* Western blot testing may be performed in addition to/ in place of NAAT as specified in site specific HIV testing QA plan

Data Source: Adopted from HIV Testing Algorithms: A Status Report, point-of-care algorithm 2. Available at <http://www.aphl.org/aphlprograms/infectious/hiv/Pages/HIVStatusReport.aspx>

Figure 2. Two-test HIV rapid test algorithm with an oral specimen screening test



Western blot testing may be performed in addition to/ in place of NAAT as specified in site specific HIV testing QA plan

Data Source: Adopted from HIV Testing Algorithms: A Status Report, point-of-care algorithm 3. Available at <http://www.aphl.org/aphlprograms/infectious/hiv/Pages/HIVStatusReport.aspx>

STD and Hepatitis Guidelines

Table 1: Screening Tests, Interpretation and Recommendations for STDs and hepatitis

DISEASE	SCREENING TESTS	INTERPRETATION		RECOMMENDATIONS
		Negative	Positive	
Syphilis	-Non Treponemal Tests <ul style="list-style-type: none"> • RPR <u>OR</u> IF REACTIVE FOLLOW UP -Confirmatory (Treponemal) Tests <ul style="list-style-type: none"> • TPPA <u>OR</u> • MHATP <u>OR</u> • FTA Abs 	- No Infection * footnote	- If RPR reactive, send for RPR titer and confirmatory test	IF RPR and confirmatory test positive: Refer for further evaluation and treatment
Gonorrhea	-Nucleic Acid Amplification Tests (NAAT) <ul style="list-style-type: none"> • Urethral • **Rectal • **Pharyngeal 	No infection	Infection	IF NAAT positive: Refer for further evaluation and treatment
Chlamydia	-Nucleic Acid Amplification Tests (NAAT) <ul style="list-style-type: none"> • Urethral • **Rectal • **Pharyngeal 	No infection	Infection	If NAAT positive: Refer for further evaluation and treatment
Hepatitis B	-Hep B surface antigen (HBsAg) -Hep B surface antibody (HBsAb)	See Table 2		If HBsAg positive: Refer for further evaluation If HBsAb positive: No action needed If HBsAb negative and HBsAg negative: Refer for Hepatitis B vaccination
Hepatitis C	-Hep C antibody (Hep C Ab) -Hep C RNA (Quantitative) to be sent ONLY on Hep C Ab Positive	No infection	Infection	If Hep C Ab positive and Hep C RNA detected: Refer for further evaluation

* Prozone phenomenon: when the screening test result is very high, the test may read falsely negative. If

syphilis infection is suspected; refer for further evaluation and treatment

**Pharyngeal and rectal swabs recommended if risk assessment suggests history of rectal and oral sex.

Public Health Lab or Labcorp will perform nucleic acid amplification test on rectal and pharyngeal swabs

Table 2: Interpretation of serologic test results for Hepatitis B virus infection

HBsAg	HBsAb	Interpretation
-	-	*Susceptible
+	-	**Either acute or chronic infection
-	+	Past infection or vaccination (***immune)

* Susceptible: can get infected with Hepatitis B, REFER for Hepatitis B vaccination

** REFER for further evaluation and treatment

*** Immune: means that they are protected from acquiring hepatitis B infection and do not need

Hepatitis B vaccine at this time

Table 3: Suggested Sample of Targeted STD and Hepatitis Tests and Vaccinations based on Risk Groups, if Targeting is implemented

	Syphilis	Gonorrhea/ Chlamydia	Hepatitis A	Hepatitis B	Hepatitis C
Lab Tests	<p>Screening (Non Treponemal) Tests</p> <ul style="list-style-type: none"> Quantitative RPR Confirmatory (Treponemal) Tests <p>If Screening Test positive:</p> <ul style="list-style-type: none"> TPPA <u>OR</u> MHATP <u>OR</u> FTA Abs 	<p>Nucleic Acid Amplification Tests</p> <ul style="list-style-type: none"> Urethral *Rectal *Pharyngeal 	<p>No screening for Hepatitis A immunity, vaccinate if no history of Hep A vaccination.</p>	<ul style="list-style-type: none"> Screening for Hep B immunity: Hepatitis B surface antibody (HBsAb) Screening for Hep B chronic infection: Hepatitis B Surface antigen (HBsAg) Hepatitis B vaccination if no history or incomplete Hep B vaccination 	<ul style="list-style-type: none"> Hep C antibody Hep C RNA <p>(Quantitative)</p>
Risk Groups to target specific tests	<p>Gay men and non-gay identified men who have sex with men/transgender/ multiple genders, and sexually active transgender individuals</p> <p>Note: all sexually active clients requesting STD screening can be tested regardless of above risk</p>	<p>Gay men and non-gay identified men who have sex with men/transgender/ multiple genders, and sexually active transgender individuals</p> <p>Note: all sexually active clients requesting STD screening can be tested regardless of above risk</p>	<p>International Travel, recent household contact with Hep A</p> <p>Note: Vaccinate anyone without history of Hep A vaccination who is requesting Hep A vaccine.</p>	<p>IDU, MSM, multiple sexual partners</p> <p>Note: all sexually active clients requesting Hepatitis B screening can be tested regardless of above risk</p> <p>Vaccinate anyone without history of Hepatitis B infection or incomplete vaccination who is requesting Hep B vaccine.</p>	<p>IDU, MSM</p> <p>Note: all sexually active clients requesting Hepatitis C screening can be tested regardless of above risk</p>

*Pharyngeal and rectal swabs need to be done only if risk assessment indicates rectal and oral sex.

-Public Health Lab or Labcorp will perform nucleic acid amplification test on pharyngeal and rectal swabs

*Vaccine guidelines:

Hepatitis A - <http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5641a3.htm>

Hepatitis B - <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5516a1.htm>